

AG Contract No. KR02-2127TRN
ADOT ECS File No. JPA 02-126 I
Project No.: TEA-180-A(2)A – Amend No. 2
Project: Multi-Use Pathway &
enhancements
Section: US 180 MP 217.3 – 218.46
TRACS No. H 5999 01C, 01D, 03D
Budget Source Item: 75305, 73306 and
74404, District Minor Funds; TEA and
City funds

NO. 26034
Filed with the Secretary of State
Date Filed: 11/5/07


Secretary of State

By: 

AMENDMENT TWO

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into November 5th, 2007, **Amendment Two** pursuant to JPA 02-126, AG Contract No.: KR02-2127TRN, filed with the Secretary of State under No. 26034 pursuant to Arizona Revised Statutes, § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and City are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

Article I. Paragraphs 3 and 4 are deleted and replaced due to a construction change order increasing the City's contribution incident to the State's project:

3. The Parties previously amended the above-referenced Agreement to **a)** include improvements to the drainage system, the 10' wide pathway, driveway improvements, signing and striping and ADA ramps between Sechrist School Road and Fremont Drive on US 180. Additional improvements include one (1) change order involving constructing a bus bay, collectively hereinafter referred to as the "Project". **b)** add the Non-Availability of Funds and, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) to this Agreement.

4. The State and City desire to participate in the design and construction of improvements to the drainage system, driveway improvements, plus signing and striping, which includes, but is not limited to, curbing, gutters and asphalt work and to further enhance improvements to the 7,500' 10' wide pathway, between Sechrist School Road and Fremont Drive on US 180. In addition, the Project improvements include Change Order #001, with costs estimated in Exhibits A, attached hereto and made a part hereof. The Parties agree that the State will design and construct, and the City will provide maintenance to said improvements, including but not limited to, striping of crosswalks and stop bars, in addition to approved signing for the Project.

Article I. Paragraph 5 is added in full as follows:

5. The work embraced under this Agreement is estimated as follows:

Enhancement TRACS No.: H5999 01C / 01D

Estimated Construction and Design Cost	\$ 1,268,397.00
Estimated Federal Aid Funds @ 94.3%	\$ 1,196,098.00
Estimated State Funds @ 5.7%	\$ 72,299.00

District Minor TRACS No.: H5999 01C / 03D

Estimated Construction (73306-FY06)	\$ 420,000.00
Estimated Design (74404-FY04)	\$ 33,975.00

City Contribution TRACS No.: H5999 01C

Estimated Construction Cost	\$ 75,786.40
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Total Estimated cost of Project **\$ 1,798,158.40**

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

Article II. Paragraph 1.e. is deleted and replaced in full; Paragraph 1.i is added in full as follows:

1. The State shall:

e. Design, construct and maintain the improvements to the drainage system using District Minor Funds, estimated at \$453,975.00.

i. Upon execution of this Amendment, invoice the City for an additional \$23,786.40 for costs related to Change Order #001, as shown on Exhibit A. Construct a bus bay at the Pioneer Museum on US 180 north of Sechrist School. Upon completion of the Project, invoice or reimburse the City for the difference between actual and estimated costs, if any.

2. The City shall:

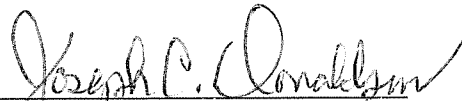
Article II. 2. c. is deleted, 2. e. and 2.h are deleted and replaced in full:

e. Upon completion of the Project, the City will provide for, at its own cost, proper routine maintenance procedures, including but not limited to; sweeping, removal of debris, repair and graffiti control. Said maintenance includes the bus bay.

h. Upon execution of this Agreement and within thirty-days (30) upon receipt of an invoice from the State, remit to the State the remaining balance of \$75,786.40, currently estimated at \$23,786.40 for its contribution to the costs of the Project directly pertaining to the said change order. Upon completion of the Project, remit the difference to the State between actual and estimated costs, if any.

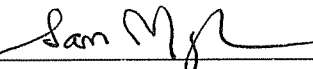
EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement and Amendment One remain in full force and effect..

CITY OF FLAGSTAFF

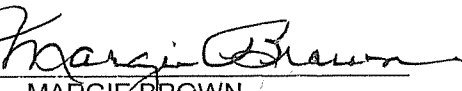
By 
JOSEPH C. DONALDSON
Mayor

STATE OF ARIZONA

Department of Transportation

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By 
MARGIE BROWN
City Clerk

G:\Flagstaff US 180 improvements Amend. Two
Initial Draft 7/24/07 ghc
Revision removing CO#2 7/31/07 ghc
Approved by AG's office 9-18-07

**JPA 02-126
Amendment Two**

APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of October, 2007.



City Attorney

Exhibit A - JPA 02-126 I
Amendment Two

CHANGE ORDER #001 - BUS BAY AT PIONEER MUSEUM

TRACS NO 180 CN 219 H5999 01C
PROJ NO TEA 180-A (002) A
LOCATION SECHRIST SCHOOL TO FREMONT DR

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
4090003	ASPHALTIC CONCRETE (MISC STRUCTURAL)	TON	33	\$110.00	\$3,630.00
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$156.00	\$156.00
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	LS	1	\$391.00	\$391.00
9010001	MOBILIZATION	LS	1	\$3,195.00	\$3,195.00
9080031	CONCRETE CURB (C-05.10) (TYPE G)	LF	10	\$25.00	\$250.00
9080134	CONCRETE VALLEY GUTTER (MAG STD DWG NO.240)	SQ.FT.	360	\$15.00	\$5,400.00
9240051	MISCELLANEOUS WORK (MISC GRADING)	LS	1	\$3,500.00	\$3,500.00
9240170	CONTRACTOR QUALITY CONTROL	LS	1	\$1,700.00	\$1,700.00
9250001	CONSTRUCTION SURVEY & LAYOUT	LS	1	\$1,600.00	\$1,600.00
SUBTOTAL					\$19,822.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	% OF SUBTOTAL
XXXXXXX	CONTINGENCY	LS	1	\$991.10	\$991.10	5.00%
XXXXXXX	CONSTRUCTION ENGINEERING	LS	1	\$2,775.08	\$2,775.08	14.00%
XXXXXXX	POST DESIGN SERVICES	LS	1	\$198.22	\$198.22	1.00%
TOTAL					\$23,786.40	

RESOLUTION NO. 2007-49

A RESOLUTION APPROVING AMENDMENT TWO TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR MULTI-USE PATH IMPROVEMENTS FOR THE U.S. 180 CORRIDOR.

WHEREAS, the City of Flagstaff ("City") entered into an Intergovernmental Agreement with the Arizona Department of Transportation ("ADOT") dated June 4, 2003 ("IGA") regarding the design and construction of a multi-use pathway between Sechrist School and Freemont Drive on U.S. 180 within limits of the City of Flagstaff; and

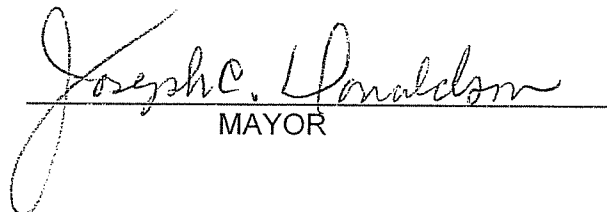
WHEREAS, ADOT and the City desire to amend the IGA by Amendment Two to Intergovernmental Agreement ("Amendment"), in the form attached to the Staff Summary Report in support of this Resolution, to transfer the construction of the proposed Pioneer Museum bus bay to Standard Construction, Inc., from Avondale (the contractor for ADOT's adjacent multi-use path) in the amount of \$23,786.40; and

WHEREAS, the City Council has reviewed the proposed amendment and finds that it is in the best interest of the City to enter into Amendment Two to the Intergovernmental Agreement with the Arizona Department of Transportation;

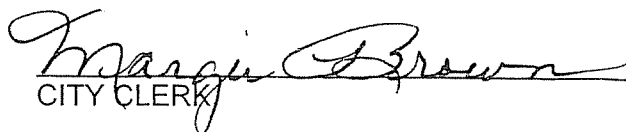
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That Amendment Two to the Intergovernmental Agreement between the Arizona Department of Transportation and the City submitted as an attachment to the staff summary report for the City Council meeting of September 18, 2007 be hereby approved, and the Mayor be authorized and directed to execute the amendment on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 2nd day of October, 2007.



MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-21271TRN (**JPA 02-126-I, Amendment No. 2**), an Agreement between public agencies, i.e., The State of Arizona and The City of Flagstaff, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 29, 2007

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:83371
Attachment